

Panaji, 05th June, 2025 (Jyaistha 15, 1947)

SERIES II No. 10

OFFICIAL GAZETTE GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

Note: There are two Extraordinary issues to the Official Gazette Series II dated 29-05-2025 as follows:-

- 1. Extraordinary dated 30-05-2025 from Pages 343 to 345 regarding Order from Department of Finance.*
- 2. Extraordinary dated 03-06-25 from Pages 347 to 352 regarding Notifications from Office of the Chief Electoral Officer.*

GOVERNMENT OF GOA

Department of Co-operation

Office of the Asstt. Registrar of Co-operative Societies

Notification

5/433/ARPZ/24-25/HSG-Maint/Reg/269

Date: 05-May-2025

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "Grand Residency Co-operative Housing Maintenance Society Limited", Santa Cruz, Ponda-Goa is registered under code symbol No.:- RCSPZ2025260066.

Pankaj V. Marathe, Asst. Registrar of Co-op. Societies, Ponda Zone.
Ponda.

CERTIFICATE OF REGISTRATION

"Grand Residency Co-operative Housing Maintenance Society Limited", Santa Cruz, Ponda-Goa has been registered on 05/05/2025 and its bears registration code symbol No. RCSPZ2025260066 and its classified as Co-operative Housing Society under sub-classification No. 7-(d)-Co-operative Housing Maintenance Society in terms of rule 8 of the Goa Co-operative Rules, 2003.

Pankaj V. Marathe, Asst. Registrar of Co-op. Societies, Ponda Zone.
Ponda.

Notification

5/436/ARPZ/25-26/Hsg-Maint/Reg/268

Date: 05-May-2025

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, "Saad Samrudhi Co-operative Housing Maintenance Society Limited", Farmagudi, Ponda, Goa'-Goa is registered under code symbol No.- RCSPZ2025260065.

Pankaj V. Marathe, Asst. Registrar of Co-op. Societies, Ponda Zone.
Ponda.

CERTIFICATE OF REGISTRATION

"Saad Samrudhi Co-operative Housing Maintenance Society Limited", Farmagudi, Ponda, Goa'-Goa has been registered on 05/05/2025 and its bears registration Code symbol No. RCSPZ2025260065 and its classified as Co-operative Housing Society under sub-classification No. 7-(d)-Co-operative Housing Maintenance Society in terms of rule 8 of the Goa Co-operative Rules, 2003.

Pankaj V. Marathe, Asst. Registrar of Co-op. Societies, Ponda Zone.

Ponda.

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Department of Education

Directorate of Technical Education College Section

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Order

16/289/CAS/Degree/DTE/2012/Part-I/491

Date: 15-May-2025

On the recommendations of the Departmental Promotion Committee constituted vide Government Order No. DTE/Estt/1-9-II/Pay-Fix/2009/4310 dated 10/10/2011 for implementing the Career Advancement Scheme (CAS) as per the recommendations of AICTE accepted by the Government vide order No. DTE/Estt/1-9-II/Pay Fixation/2009/273 dated 27/01/2011, order No. 17/2/58/2010/Vol.VI/DTE/Part-III/194 dated 27/04/2021, order No. DTE/Estt/1-9-II/Pay Fixation/2009/782 dated 27/06/2019 and subsequent orders related to CAS, approval of the Government is hereby conveyed to grant the Academic grade pay of Rs. 8000/- in the Pay Scale of Rs. 15,600–39,100, to the following Assistant Professors of Goa College of Art, Altinho Panaji-Goa.

Sr. No.	Name	Designation & Department	Date of CAS
1.	Wilfred Eusebio Goes	Assistant Professor in Fine Art (Applied Art), Goa College of Art	01/01/2011
2.	Omprakash V. Naik	Assistant Professor in Fine Art (Painting), Goa College of Art	01/01/2011
3.	Sabita Prabhudesai	Assistant Professor in Fine Art (Applied Art), Goa College of Art	01/01/2011
4.	Maria Margaret D'Cruz Ferreira	Assistant Professor in Fine Art (Applied Art), Goa College of Art	01/01/2011

With the placement of the faculty to the higher Academic Grade Pay, the respective posts, the above faculty are currently holding stands temporarily upgraded for the sole purpose of placement of the existing faculty to the higher Academic Grade Pay. These posts shall stand reverted to the original posts, pay scale and Academic Grade Pay, once the faculty cease to occupy the upgraded posts.

The above employees may exercise an option if so desire within one month from the date of issue of the order for fixing his/her pay.

By order and in the name of the Governor of Goa.

Dr. Vivek B. Kamat, Director of Technical Education & ex-officio Addl. Secretary.

Porvorim.

Order

16/289/CAS/Degree/DTE/2012/Part-I/492

Date: 15-May-2025

On the recommendations of the Departmental Promotion Committee constituted vide Government Order No. DTE/Estt/1-9-II/Pay-Fix/2009/4310 dated 10/10/2011 for implementing the Career Advancement Scheme (CAS) as per the recommendations of AICTE accepted by the Government vide order No. DTE/Estt/1-9-II/Pay Fixation/2009/273 dated 27/01/2011, order No. 17/2/58/2010/Vol.VI/DTE/Part-III/194 dated 27/04/2021, order No. DTE/Estt/1-9-II/Pay Fixation/2009/782 dated 27/06/2019 and subsequent orders related to CAS, approval of the Government is hereby conveyed to Grant Pay Level 12 (Pre-revised Academic Grade pay of Rs. 8000/- in the Pay Scale of Rs. 15,600–39,100), to the following Assistant Professors of Goa College of Pharmacy, Panaji-Goa.

Sr. No.	Name	Designation & Department	Date of CAS
1.	Seema S. Shet @ Seema G. Volvoikar	Assistant Professor in Pharmaceutics, Goa College of Pharmacy	21/09/2020
2.	Vedita Hegde Desai	Assistant Professor in Pharmacology, Goa College of Pharmacy	05/08/2020
3.	Shweta S. Borkar @ Sweta P. Bhagat	Assistant Professor in Pharmaceutical Analysis, Goa College of Pharmacy	14/09/2020
4.	Saba G. Jamadar	Assistant Professor in Pharmaceutics, Goa College of Pharmacy	29/09/2020
5.	Adison Fernandes	Assistant Professor in Pharmaceutical Analysis, Goa College of Pharmacy	01/10/2020

With the placement of the faculty to the higher level of pay, the respective posts, the above faculty are currently holding stands temporarily upgraded for the sole purpose of placement of the existing faculty to the higher level of pay. These posts shall stand reverted to the original posts, level of pay, once the faculty cease to occupy the upgraded posts.

The above employees may exercise an option if so desire within one month from the date of issue of the order for fixing his/her pay.

By order and in the name of the Governor of Goa.

Dr. *Vivek B. Kamat*, Director of Technical Education & ex-officio Addl. Secretary.

Porvorim.

Order

16/289/CAS/Degree/DTE/2012/Part-I/493

Date: 15-May-2025

On the recommendations of the Departmental Promotion Committee constituted vide Government Order No. DTE/Estt/1-9-II/Pay-Fix/2009/4310 dated 10/10/2011 for implementing the Career Advancement Scheme (CAS) as per the recommendations of AICTE accepted by the Government vide order No. 16/508/7-PR/AICTE/Deg/2019/292 dated 21/05/2020, approval of the Government is hereby conveyed for grant of three non-compounded increments by virtue of completion of Ph.D. Degree while in service as Assistant Professor, in terms of order No. 16/508/7-PR/AICTE/Deg/2019/292 dated 21/05/2020, to the following Assistant Professor of Goa College of Pharmacy, Panaji-Goa, mentioned against the name in column 4 of the table below:

Sr. No.	Name	Designation & Department	Date of effect
1.	Adison Fernandes	Assistant Professor in Pharmaceutical Analysis, Goa College of Pharmacy	29/11/2021

The above employee may exercise an option if so desire within one month from the date of issue of the order for fixing his pay

By order and in the name of the Governor of Goa.

Dr. *Vivek B. Kamat*, Director of Technical Education & Ex-Officio Addl. Secretary.

Porvorim.

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Order

16/289/CAS/Degree/DTE/2012/Part-I/494

Date: 15-May-2025

On the recommendations of the Departmental Promotion Committee constituted vide Government Order No. DTE/Estt/1-9-II/Pay-Fix/2009/4310 dated 10/10/2011 for implementing the Career Advancement Scheme (CAS) as per the recommendations of AICTE accepted by the Government vide order No. 16/508/7-PR/AICTE/Deg/2019/292 dated 21/05/2020, approval of the Government is hereby conveyed for grant of three non-compounded increments by virtue of completion of Ph.D. Degree while in service as Assistant Professor, in terms of order No. 16/508/7-PR/AICTE/Deg/2019/292 dated 21/05/2020, to the following Assistant Professor of Goa College of Engineering, Farmagudi, Ponda-Goa, mentioned against the name in column 4 of the table below:

Sr. No.	Name	Designation & Department	Date of effect
1.	Harichandra U. Chandekar	Assistant Professor in Mechanical Engineering, Goa College of Engineering	16/03/2022

The above employee may exercise an option if so desire within one month from the date of issue of the order for fixing his pay.

By order and in the name of the Governor of Goa.

Dr. *Vivek B. Kamat*, Director of Technical Education & Ex-Officio Addl. Secretary.

Porvorim.

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Order

16/289/CAS/Degree/DTE/2012/Part-I/495

Date: 15-May-2025

On the recommendations of the Departmental Promotion Committee constituted vide Government Order No. DTE/Estt/1-9-II/Pay-Fix/2009/4310 dated 10/10/2011 for implementing the Career Advancement Scheme (CAS) as per the recommendations of AICTE accepted by the Government vide order No. DTE/Estt/1-9-II/Pay Fixation/2009/273 dated 27/01/2011, approval of the Government is hereby conveyed for grant of three non-compounded increments, by virtue of completion of Ph.D degree while in service, in terms of order No. DTE/Estt/1-9-II/Pay Fixation/2009/273 dated 27/01/2011, to the following Assistant Professor of Goa College of Engineering, Farmagudi, Ponda-Goa, mentioned against the name in column 4 of the table below:

Sr. No.	Name	Designation & Department	Date of effect
1.	Raghavendra D. Naik	Assistant Professor in Mechanical Engineering, Goa College of Engineering	04/05/2015

The above employee may exercise an option if so desire within one month from the date of issue of the order for fixing his pay.

By order and in the name of the Governor of Goa.

Dr. *Vivek B. Kamat*, Director of Technical Education & ex-officio Addl. Secretary.

Porvorim.

Order

16/289/CAs/Degree/DTE/2012/Part-I/496

Date: 15-May-2025

On the recommendations of the Departmental Promotion Committee constituted vide Government Order No. DTE/Estt/1-9-II/Pay-Fix/2009/4310 dated 10/10/2011 for implementing the Career Advancement Scheme (CAS) as per the recommendations of AICTE accepted by the Government vide order No. DTE/Estt/1-9-II/Pay Fixation/2009/273 dated 27/01/2011, order No. 17/2/58/2010/Vol.VI/DTE/Part-III/194 dated 27/04/2021, order No. DTE/Estt/1-9-II/Pay Fixation/2009/782 dated 27/06/2019 and subsequent orders related to CAS, approval of the Government is hereby conveyed to Grant Pay Level 12 (Pre-revised Academic Grade pay of Rs. 8000/- in the Pay Scale of Rs. 15,600–39,100), to the following Assistant Professors of Goa College of Engineering, Farmagudi, Ponda-Goa.

Sr. No.	Name	Designation & Department	Date of CAS
1.	Nadine Dias	Assistant Professor in Information Technology, Goa College of Engineering	21/10/2019
2.	Soniya S. Usgaonkar	Assistant Professor in Information Technology, Goa College of Engineering	02/06/2020
3.	Sangam P. Borkar	Assistant Professor in Electronics & Telecommunication Engineering, Goa College of Engineering	10/07/2020

With the placement of the faculty to the higher level of pay, the respective posts, the above faculty are currently holding stands temporarily upgraded for the sole purpose of placement of the existing faculty to the higher level of pay. These posts shall stand reverted to the original posts, level of pay, once the faculty cease to occupy the upgraded posts.

The above employees may exercise an option if so desire within one month from the date of issue of the order for fixing his/her pay.

By order and in the name of the Governor of Goa.

Dr. *Vivek B. Kamat*, Director of Technical Education & Ex-Officio Addl. Secretary.

Porvorim.

Order

16/289/CAS/Degree/DTE/2012/Part-I/497

Date: 15-May-2025

On the recommendations of the Departmental Promotion Committee constituted vide Government Order No. DTE/Estt/1-9-II/Pay-Fix/2009/4310 dated 10/10/2011 for implementing the Career Advancement Scheme (CAS) as per the recommendations of AICTE accepted by the Government vide order No. DTE/Estt/1-9-II/Pay Fixation/2009/273 dated 27/01/2011, order No. 17/2/58/2010/Vol.VI/DTE/Part-III/194 dated 27/04/2021, order No. DTE/Estt/1-9-II/Pay Fixation/2009/782 dated 27/06/2019 and subsequent orders related to CAS, approval of the Government is hereby conveyed to grant Pay Level 11 (Pre-revised Academic Grade

pay of Rs. 7000/- in the Pay Scale of Rs. 15,600–39,100), to the following Assistant Professors of Goa College of Engineering, Farmagudi, Ponda-Goa.

Sr. No.	Name	Designation & Department	Date of CAS
1.	Ashmita A. Kerkar	Assistant Professor in Science & Humanities, Goa College of Engineering	18/08/2020
2.	Ankita Kanekar	Assistant Professor in Electrical & Electronics Engineering, Goa College of Engineering	10/11/2019

With the placement of the faculty to the higher level of pay, the respective posts, the above faculty are currently holding stands temporarily upgraded for the sole purpose of placement of the existing faculty to the higher level of pay. These posts shall stand reverted to the original posts, level of pay, once the faculty cease to occupy the upgraded posts.

The above employees may exercise an option if so desire within one month from the date of issue of the order for fixing his/her pay.

By order and in the name of the Governor of Goa.

Dr. *Vivek B. Kamat*, Director of Technical Education & Ex-Officio Addl. Secretary.

Porvorim.

Order

16/289/CAS/Degree/DTE/2012/Part-I/498

Date: 15-May-2025

On the recommendations of the Departmental Promotion Committee constituted vide Government Order No. DTE/Estt/1-9-II/Pay-Fix/2009/4310 dated 10/10/2011 for implementing the Career Advancement Scheme (CAS) as per the recommendations of AICTE accepted by the Government vide order No. DTE/Estt/1-9-II/Pay Fixation/2009/273 dated 27/01/2011, order No. 17/2/58/2010/Vol.VI/DTE/Part-III/194 dated 27/04/2021, order No. DTE/Estt/1-9-II/Pay Fixation /2009/782 dated 27/06/2019 and subsequent orders related to CAS, approval of the Government is hereby conveyed to grant the Academic grade pay of Rs. 7000/- in the Pay Scale of Rs. 15,600–39,100, to the following Assistant Professor of Goa College of Engineering, Farmagudi, Ponda.

Sr. No.	Name	Designation & Department	Date of CAS
1.	Aditi A. Desai	Assistant Professor in Electrical & Electronics Engineering, Goa College of Engineering	29/12/2010

The regular services w.e.f. 18/11/1998 to 28/12/2010 as Lecturer in Institute of Shipbuilding Technology, Vasco, rendered by Ms. Aditi A. Desai, are counted for purpose of Career Advancement as per Order No. 5/2/92/MISC/DTE/2006/2901 dated 20/02/2007.

With the placement of the faculty to the higher Academic Grade Pay, the respective post, the above faculty is currently holding stands temporarily upgraded for the sole purpose of placement of the existing faculty to the higher Academic Grade Pay. This post shall stand reverted to the original post, pay scale and Academic Grade Pay, once the faculty cease to occupy the upgraded post.

The above employee may exercise an option if so desire within one month from the date of issue of the order for fixing his pay.

By order and in the name of the Governor of Goa.

Dr. *Vivek B. Kamat*, Director of Technical Education & Ex-Officio Addl. Secretary.

Porvorim.

Department of Finance

Directorate of Accounts

Corrigendum

No. DA/Admn/46-10(Vol.II)/2025-26/TR-51/43

Date: 02-May-2025

Read: No. DA/Admn/46-10(Vol.II)/2025-26/TR-18/12 dated 10/04/2025.

In the Memorandum read above, the following changes are inserted.

1. The date of Regular Appointment mentioned in column No. 04 against the name of Shri Victorino Salvador Colasso at Serial No.15 as 12/05/2023 may be read as “22/07/2020”.

Other contents in the order remain unchanged.

Dilip K. Humraskar, Director of Accounts.

Porvorim.

Department of Labour

Order

28/19/2025-LAB/356

Date: 28-May-2025

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Putzmeister Concrete Machine Private Limited, Plot No. N4, Phase IV, Verna Industrial Estate, Verna, Salcete, Goa and it's workman, Shri Sakharam J. Charatkar, in respect of the matter specified in the Schedule hereto;

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (c) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), the Government of Goa hereby refers the said dispute for adjudication to the Labour Court-II of Goa at Panaji-Goa, constituted under sub-section (1) of Section 7 of the said Act.

SCHEDULE

(1) Whether the severance of Employee-Employer relationship between Shri Sakharam J. Charatkar, Fab. Welder cum Fitter and the management of M/s. Putzmeister Concrete Machine Private Limited, Verna, Salcete, Goa, with effect from 15/06/2023 amounts to refusal of employment or transfer of services?

(2) In either case, to what relief the workman is entitled?

By order and in the name of the Governor of Goa

Darshani S. Dessai, Under Secretary (Labour).

Porvorim.

Notification

28/02/2025-LAB/PART-III/355

Date: 29-May-2025

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 16/05/2025 in Case Ref. No. IT/21/2022 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Darshani S. Dessai, Under Secretary (Labour).

Porvorim.

**IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT
GOVERNMENT OF GOA AT PANAJI**

(BEFORE MRS. VIJAYALAXMI SHIVOLKAR, HON'BLE PRESIDING OFFICER)

Ref. No. IT/21/2022

Workmen,
Rep. by the President,
Goa Trade & Commercial Workers' Union,
Velhos Building, Opp. Municipal Garden,
Panaji-Goa.

... Workmen/Party I

V/s

1. The General Manager,
Country Club Hospitality & Holidays
Limited, Corporate Office at 6-3-1219,
Country Club Kool, 4th & 5th Floor,
Begumpet, Hyderabad – 500 016

... Employer/Party II(1)

2. The Manager (HR),
Country Club de Goa,
836/1, Sorranto Vaddo,
Anjuna, Bardez-Goa.

... Employer/Party II(2)

Workman/Party I represented by Learned Adv. Shri Suhaas Naik.

Employer/Party II represented by Learned Adv. Shri. P. J. Kamat.

AWARD

(Delivered on this the 16th day of the month of May of the year 2025)

By Order dated 09/11/2022 bearing No. 28/29/2022-LAB/648, the Government of Goa in exercise of powers conferred by Clause (d) of sub-section (1) of section 10 of the Industrial Disputes Act, 1947 (Central Act of 14 of 1947), hereinafter referred to as the “said Act”), the existing dispute between the Management of M/s Country Club de Goa, Anjuna, Bardez, Goa and its workmen represented by Goa Trade & Commercial Workers, has referred the following dispute for adjudication to the Industrial Tribunal of Goa at Panaji Goa, constituted under section 7-A of the said Act.

SCHEDULE

1. *“Whether the action of the management of M/s. Country Club de Goa in refusing employment to 6 workmen namely S/Shri Prasad Mahambre; Laximan Naik; Sanjay Nagvekar; Anand Kotkar; Manoj Agarwadekar and Shri Govind Mulik with effect from 25/07/2022 under the pretext of cancellation of existing lease of Hotel is legal and justified?*
2. *If not, then what relief the above 6 workmen are entitled to?”*
2. Upon receipt of the reference, it was registered as IT/21/2022 and registered A/D notices were issued to both the Parties. Pursuant to service of notice, both the Parties put in their appearance and orally submitted that the matter is likely to be settled amicably.
3. During the pendency of the proceedings an application dated 04/04/2025 for an Award in terms of settlement came to be filed by both the Parties to the present reference stating that they have arrived at a settlement under Section 2(p) read with Section 18(1) of the Industrial Disputes Act, 1947 which is at Exh. 6 Colly and prayed that an award be passed in terms of said settlement dated 31/03/2025.
4. The above application has been signed by the Advocates appearing for both the Parties and have agreed upon the terms mentioned below:

The terms of Settlement are as follows:

1. It is agreed between the Parties that all the workmen who had not attended work from 23/03/2020 and even after the letter dated 12/12/2020 are deemed to have left the services of their own.
2. It is agreed between the Parties that all other workers except S/Shri Govind Mulik, Laximan Naik, Prasad Mahambre, Ranjan Kumar Sahoo, Govind Gaonkar, Mahadev Dabholkar, Gurudas Salgaonkar and Suryakant Padval have resigned from the services with effect from the dates of their respective resignation letters and shall not be entitled to any other benefits as they have been paid all their legal dues on acceptance of their resignation.
3. It is agreed between the Parties that the workmen S/Shri Govind Mulik, Laximan Naik, Prasad Mahambrey, Ranjan Kumar Sahoo, Govind Gaonkar, Mahadev Dabholkar, Gurudas Salgaonkar and Suryakant Padval who were transferred to other locations/hotels outside Goa on account of termination of lease of the hotel in Goa, are deemed to have been retrenched from the services at their respective places of transfer i.e. Amrutha Castle, 5-9-16, Saifabad, Opp. Secretariat, Hyderabad-16 w.e.f. 01/03/2022.
4. It is agreed between the Parties that the workmen mentioned in clause-3 of this Settlement shall be paid all their legal dues as per Annexure A to this Settlement in full and final settlement of their legal dues.
5. It is agreed between the Parties that in view of what is explained above and in view of the fact that the Unit in Goa is not functioning, the workmen/Union do not press for the demands in Ref. No. IT/09/2018, IT/21/2022, IT/22/2022 and LC-II/LCC/102/2021.
6. It is agreed between the Parties that the Parties shall file joint applications along with the copy of these terms of settlement in Ref No. IT/09/2018, IT/21/2022, IT/22/2022 and LC-II/LCC/102/2021 for Award/Order in terms of the said settlement.
7. It is agreed between the Parties that on making an Award as per this Settlement, the disputes raised by the workmen and the Union shall not be re-opened.
8. It is agreed between the Parties that the amount mentioned in the Annexure-A to this Settlement shall be paid to the said workmen within 7 days of the making of the Award.
5. I have gone through the application dated 04/04/2025 along with the Memorandum of Settlement at Exh. 6 Colly filed on record duly signed by both the Parties. The terms of settlement are acceptable to both the Parties which in my view, are just and fair to bring about harmony and industrial peace. As such the Settlement is accepted.

In view of above, I pass the following Order:

ORDER

- (i) The reference at the instance of both the Parties stands disposed off in view of the Settlement arrived by both the Parties at Exhibit 6 Colly.
- (ii) No order as to costs.
- (iii) Inform the Government accordingly.

Vijayalaxmi R. Shivolkar, Presiding Officer, Industrial Tribunal & Labour Court.

ANNEXURE A**Country Club De Goa Staff Full and Final Settlement**

Sr. No.	Name of Employee	Employee Code	Designation	Department	Grade	G Salary	Basic
1	2	3	4	5	6	7	8
1.	Mr. Govind Mulik	CCDG06039	Electrician	Maintenance	Skilled	13,338	10,004
2.	Mr. Laxman Naik	CCDG05011	Gardener	House Keeping	Skilled	13,338	10,004
3.	Mr. Prasad Mahambrey	CCDG88	Maint.Sup	Maintenance	Skilled	13,338	10,004
4.	Mr. Ranjan Kumar Sahoo	CCDG06038	Electrician	Maintenance	Skilled	12,168	9,126
5.	Mr. Govind Gaonkar	CCDG05002	H. K. Supervisor	House Keeping	Skilled	13,000	9,750
6.	Mr. Mahadev Dabholkar	CCDG05022	Gardener Helper	House Keeping	Semi Skilled	11,570	8,678
7.	Mr. Gurudas Vithoba Salgaonkar	CCDG27	Room Boy	House Keeping	Un Skilled	10,010	7,508
8.	Mr. Suryakant Padval	CCDG05048	Room Boy	House Keeping	Un Skilled	10,010	7,508
				TOTAL			

9	10	11	12	13	14	15	16
DOJ	No. of PI's	PL. Amt.	Pending Bonus	No. of Years	Gratuity Amount	Compensation	Total Amount
01.11.2009	32	10670	13338	13	75026	86697	185732
01.10.2006	29	9670	13338	16	92340	106704	222052
18.06.2007	22	7336	13338	15	86569	100035	207278
11.06.2007	18	5476	12168	13	68445	79092	165181
06.12.2006	15	4875	13000	15	84375	97500	199750
01.01.2007	15	4339	11570	14	70088	80990	166986
05.02.2014	15	3754	10010	7	30319	35035	79118
16.05.2009	15	3754	10010	12	51975	60060	125799
		49873	96772		559136	646113	1351894

**Notification**

28/02/2025-LAB/PART-II/363

Date: 29-May-2025

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 16/05/2025 in Case Ref. No. IT/22/2022 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Darshani S. Dessai, Under Secretary (Labour).

Porvorim.

IN THE INDUSTRIAL TRIBUNAL AND LABOUR COURT**GOVERNMENT OF GOA AT PANAJI**

(BEFORE MRS. VIJAYALAXMI SHIVOLKAR, HON'BLE PRESIDING OFFICER)

Ref. No. IT/22/2022

Workmen,
Rep. by the President,
Goa Trade & Commercial Workers' Union,
Velhos Building, Opp. Municipal Garden,
Panaji-Goa.

... Workmen/Party I

V/s

1. The General Manager, Country Club Hospitality &
Holidays Limited, Corporate Office at 6-3-1219,
Country Club Kool, 4th & 5th Floor, Begumpet,
Hyderabad-500 016

... Employer/Party II(1)

2. The Manager (HR),
Country Club de Goa,
836/1, Sorrao Vaddo,
Anjuna, Bardez-Goa.

... Employer/Party II(2)

Workman/Party I represented by Learned Adv. Shri Suhaas Naik.

Employer/Party II represented by Learned Adv. Shri. P. J. Kamat.

AWARD**(Delivered on this the 16th day of the month of May of the year 2025)**

By order dated 08/12/2022 bearing No. 28/36/2022-LAB/686, the Government of Goa in exercise of powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act of 14 of 1947), hereinafter referred to as the "said Act"), the existing dispute between the Management of M/s Country Club de Goa, Anjuna, Bardez, Goa and its workmen represented by Goa Trade & Commercial Workers, has referred the following dispute for adjudication to the Industrial Tribunal of Goa at Panaji Goa, constituted under section 7-A of the said Act.

SCHEDULE

1. *"Whether the action of the management of M/s Country Club de Goa in refusing employment to the following 52 after resumption of operation of the Hotel from Covid-19 Pandemic, is legal and justified?"*

Sr. No.	Name of the Workman
1.	Karunakar Jena
2.	Shashikant Sahu
3.	Tapan Kumar Jena
4.	Purnachand Jena
5.	Asim Kumar Patra
6.	Ajay Kumar Das
7.	Bijoy Kumar Das
8.	Govind Gaonkar
9.	Govind Mulik
10.	Laximan Naik
11.	Mahadev Dabholkar

12.	Mandar Mulik
13.	Prasad Mahambre
14.	Rupesh R. Raut
15.	Sanjay Narvekar
16.	Suryakant D. Padwal
17.	Ghanasham Jena
18.	Ramjan Kumar Sahu
19.	Anant P. Kotkar
20.	Gurudas V. Salgaonkar
21.	Sakharam G. Agarwadekar
22.	Sudhakausan Jena (Munna)
23.	Anil Kumar Pandey
24.	Appu Kamila
25.	Asis Patra
26.	Bapi Mondal
27.	Bikash Bhera
28.	Chaluvadi N. Prasad Gupta
29.	Dudekula Hussaini
30.	Ganesh Chandra Jena
31.	Gourahari Jena
32.	Jamitulla Layek
33.	Kamble Ajay Laxman
34.	Koushik Halder
35.	Manik Khanda
36.	Manoj Kumar Jena
37.	Milan Singha
38.	Mohashin Ali
39.	Pabandhal
40.	Rabindra Shyamal
41.	Ram Hansda
42.	Sanat Debnath
43.	Siddesh Shrikrishna
44.	Soumen Chain
45.	Surjakanta Giri
46.	Tapas Jena
47.	Uttam Kumar Patra
48.	Uttam Mondal
49.	Bastyan D'Souza
50.	Jayanti Naik
51.	Mansi Volvoikar
52.	Carolina D'Mello

2. *If the answer to Issue No. (1) is in negative, then, what relief the above workmen are entitled to?"*

2. Upon receipt of the reference, it was registered as IT/22/2022 and registered A/D notices were issued to both the Parties. Pursuant to service of notice, both the Parties put in their appearance and orally submitted that the matter is likely to be settled amicably.
3. During the pendency of the proceedings an application dated 04/04/2025 for an Award in terms of settlement came to be filed by both the Parties to the present reference stating that they have arrived at a settlement under Section 2(p) read with Section 18(1) of the Industrial Disputes Act, 1947 which is at Exh. 4 Colly and prayed that an award be passed in terms of said settlement dated 31/03/2025.
4. The above application has been signed by the Advocates appearing for both the Parties and have agreed upon the terms mentioned below:

The terms of Settlement are as follows:

1. It is agreed between the Parties that all the workmen who had not attended work from 23/03/2020 and even after the letter dated 12/12/2020 are deemed to have left the services of their own.
2. It is agreed between the Parties that all other workers except S/Shri Govind Mulik, Laximan Naik, Prasad Mahambre, Ranjan Kumar Sahoo, Govind Gaonkar, Mahadev Dabholkar, Gurudas Salgaonkar and Suryakant Padval have resigned from the services with effect from the dates of their respective resignation letters and shall not be entitled to any other benefits as they have been paid all their legal dues on acceptance of their resignation.
3. It is agreed between the Parties that the workmen S/Shri Govind Mulik, Laximan Naik, Prasad Mahambrey, Ranjan Kumar Sahoo, Govind Gaonkar, Mahadev Dabholkar, Gurudas Salgaonkar and Suryakant Padval who were transferred to other locations/hotels outside Goa on account of termination of lease of the hotel in Goa, are deemed to have been retrenched from the services at their respective places of transfer i.e. Amrutha Castle, 5-9-16, Saifabad, Opp. Secretariat, Hyderabad-16 w.e.f. 01/03/2022.
4. It is agreed between the Parties that the workmen mentioned in clause-3 of this Settlement shall be paid all their legal dues as per Annexure A to this Settlement in full and final settlement of their legal dues.
5. It is agreed between the Parties that in view of what is explained above and in view of the fact that the Unit in Goa is not functioning, the workmen/Union do not press for the demands in Ref. No. IT/09/2018, IT/21/2022, IT/22/2022 and LC-II/LCC/102/2021.
6. It is agreed between the Parties that the Parties shall file joint applications along with the copy of these terms of settlement in Ref No. IT/09/2018, IT/21/2022, IT/22/2022 and LC-II/LCC/102/2021 for Award/Order in terms of the said settlement.
7. It is agreed between the Parties that on making an Award as per this Settlement, the disputes raised by the workmen and the Union shall not be re-opened.
8. It is agreed between the Parties that the amount mentioned in the Annexure-A to this Settlement shall be paid to the said workmen within 7 days of the making of the Award.
5. I have gone through the application dated 04/04/2025 along with the Memorandum of Settlement at Exh. 4 Colly filed on record duly signed by both the Parties. The terms of settlement are acceptable to both the Parties which in my view, are just and fair to bring about harmony and industrial peace. As such the Settlement is accepted.

In view of above, I pass the following Order:

ORDER

- (i) The reference at the instance of both the Parties stands disposed off in view of the Settlement arrived by both the Parties at Exhibit 4 Colly.
- (ii) No order as to costs.
- (iii) Inform the Government accordingly.

Vijayalaxmi R. Shivolkar, Presiding Officer, Industrial Tribunal & Labour Court.

ANNEXURE A
Country Club De Goa Staff Full and Final Settlement

Sr. No.	Name of Employee	Employee Code	Designation	Department	Grade	G Salary	Basic
1	2	3	4	5	6	7	8
1.	Mr. Govind Mulik	CCDG06039	Electrician	Maintenance	Skilled	13,338	10,004
2.	Mr. Laxman Naik	CCDG05011	Gardener	House Keeping	Skilled	13,338	10,004
3.	Mr. Prasad Mahambrey	CCDG88	Maint. Sup	Maintenance	Skilled	13,338	10,004
4.	Mr. Ranjan Kumar Sahoo	CCDG06038	Electrician	Maintenance	Skilled	12,168	9,126
5.	Mr. Govind Gaonkar	CCDG05002	H. K. Supervisor	House Keeping	Skilled	13,000	9,750
6.	Mr. Mahadev Dabholkar	CCDG05022	Gardener Helper	House Keeping	Semi Skilled	11,570	8,678
7.	Mr. Gurudas Vithoba Salgaonkar	CCDG27	Room Boy	House Keeping	Un Skilled	10,010	7,508
8.	Mr. Suryakant Padval	CCDG05048	Room Boy	House Keeping	Un Skilled	10,010	7,508
				TOTAL			

9	10	11	12	13	14	15	16
DOJ	No. of PI's	PL. Amt.	Pending Bonus	No. of Years	Gratuity Amount	Compensation	Total Amount
01.11.2009	32	10670	13338	13	75026	86697	185732
01.10.2006	29	9670	13338	16	92340	106704	222052
18.06.2007	22	7336	13338	15	86569	100035	207278
11.06.2007	18	5476	12168	13	68445	79092	165181
06.12.2006	15	4875	13000	15	84375	97500	199750
01.01.2007	15	4339	11570	14	70088	80990	166986
05.02.2014	15	3754	10010	7	30319	35035	79118
16.05.2009	15	3754	10010	12	51975	60060	125799
		49873	96772		559136	646113	1351894



Notification

28/02/2025-LAB/364

Date: 29-May-2025

The following Award passed by the Labour Court-II, at Panaji-Goa on 05/05/2025 in Case No. LC-II/IT/29/2024 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Darshani S. Dessai, Under Secretary (Labour).

Porvorim.

**IN THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI**

(BEFORE SHRI SURESH N. NARULKAR, HON'BLE PRESIDING OFFICER)

Case No. LC-II/IT/29/2024

Shri. Vishnu Naik,
H. No. 33/3, Raiginim Bandora,
Ponda-Goa- 403401.

..... Workman/Party I

V/s

The Managing Director,
M/s. Hindustan Unilever Limited,
Plot No. 132-139, Kundaim Industrial Estate,
Kundaim, Goa-403115.

..... Employer/Party II

Workman/Party I present in person.

Employer/Party II marked as Ex-Parte.

Panaji, Dated: 05/05/2025.

AWARD

1. In exercise of the powers conferred by Section 10 (1) (c) of the Industrial Disputes Act, 1947, (Central Act, 14 of 1947) the Government of Goa, by Order dated 12/08/2024, bearing No. 28/59/2024-Lab/501, referred the following dispute for its adjudication to this Labour Court-II of Goa at Panaji, Goa.
“(1) Whether Shri Vishnu Naik, HR Executive can be termed as “Workman” as per clause (s) of Section 2 of the Industrial Disputes Act, 1947.
(2) If the answer to the above issue No. (1) is in the affirmative, then whether the action of the management of M/s. Hindustan Unilever Ltd., Plot No.132-139, Kundaim Industrial Estate, Kundaim, Goa, in terminating from services to Shri. Vishnu Naik, HR Executive w.e.f. 01/03/2024, is legal and justified?
(2) If answer to the above issue No. (2) is in the negative then, to what relief the Workman is entitled?”
2. On receipt of the reference, a case was registered under No. LC-II-IT/29/2024 and registered A/D notice was issued to the Parties. In pursuance to the said notice, the Parties put in their appearance. The Workman/Party-I (for short ‘Workman’), filed his Statement of Claim on 21/02/2025 at Exb.10. The facts of the case in brief as pleaded by the Party-I are that he was given 6 months of probation period w.e.f. 15/09/1997. He stated that at the end of the probation period, he was confirmed as “Clerk cum Typist” in Flora Cosmetics Limited w.e.f. 15/3/1998. He stated that on 1st February, 2000, he was transferred to Lakme Lever Ltd. He stated that again, vide letter dt. 31/3/2001, his services were transferred to the Employer/Party-II (for Short, “Employer”). He stated that he was designated as “Personnel Assistant” and since then, he was in continuous service till 01/03/2024. He stated that since his appointment, he was continuously employed with the Employer from the date of his appointment till 1/3/2024.
3. He stated that though his designation was given a cosmetics term from “Clerk cum Typist” to HR Executive, his every daily duties remained same such as to provide attendance data to payroll team to process wages and wages were processed only on approval of his superiors, to raise request through share point portal for payments such as Provident fund, Labour Welfare fund, Electricity, Goa Industrial Development Corporation Lease payment, GIDC water payment, GIDC House tax payment etc. and used to get processed only after approval by his Superiors, preparation of applications for the approval and signature of his Superiors in respect of Renewal of licenses/Certificates such as Factory licence, renewal of Contract Labour certificate, Fire certificate, Civil Supply licence to store solvent, Weights and measures stamping of certificates, Goa State Pollution Control board-Consent to operate

Air, Water and Hazardous waste, FDA licence and Explosive licence etc, preparation of forms for the approval and signature of his Superiors in respect of Submission of Annual returns, half yearly return and quarterly returns to the concerned Government Departments, follow-up with VRS 2019 of separated employees and ensured, they submit annually once life certificate through WhatsApp chat bot, to raise request for updating of Bank changes if any, checking the wage register of separated employees, to help employees to apply EPS who attain age if 58 years and also those interested to apply reduced EPS, to provide Nominee details to CG and central ER team etc, to raise request and issue purchased order to vendors such as catering services, bus, motor vehicle, guest house services, security services, GHK, etc. and processing their invoices after getting the necessary approvals from his superiors, to prepare and provide the list of Assets/miscellaneous material pending in factory to his superiors and to send the same to different locations of the Employer on approval of his superiors. He stated that he was reporting to HR Manager and Factory Manager. He was always performed his duties as per the instructions and supervision of the said Managers. He stated that during the period of his service with the Employer, he was occasionally or intermittently asked to sign on leave records of the employees, however during his final tenure with the Employer after closure of the operation, he was only asked to perform clerical duties such as prepare list of Assets/Miscellaneous material pending in factory and to send to different locations of the Employer as per instruction of his Superiors and on their approval.

4. He stated that the Employer has registered the factory under the Factories Act, 1948 and Rules there under. He stated that the Employer has accordingly employed more than 350 workmen in the factory besides the employees in the supervisory, administrative and management category. He stated that he was working only as HR Executive, as a Workman as defined under section 2(s) of the said Act. He stated that he was actually not having any power or authority to perform any supervisory duties but on few occasions he was instructed to sanction the leave of some workers as per the instructions of his Supervisor in their absence. He stated that he was also not having any supervisory, managerial and administrative powers but intermittently was asked to perform few duties which were not predominantly the nature of duties which he was supposed to perform.
5. He stated that he was not issued any letter or authority to represent the Employer and take decisions on behalf of the Employer before any authority or to take any independent decisions on behalf of the Employer. He stated that on the refusal of employment or on alleged transfer at Hindustan Unilever Limited, Plot No. 7, MIDC, Lote Parashuram, Tal-Khed, Dist-Ratnagiri, Maharashtra-415722, he made a representation dt.14/12/2023, to the Factory Manager requesting to offer Tax free ex-gratia amount. He stated that the said letter was sent through mail on 14/12/2023 and 27/01/2023 to the Factory Manager G. D. Patil on his mail ID GD.Patil@unilever.com and by keeping in cc to HR Manager, Bharat Choudhary on his mail id Bharat.choudhary@unilever.com. He stated that the Employer has so far not reverted to his humble request. He stated that he was constrained to raise an Industrial Dispute vide letter dated 22/02/2024 before the Assistant Labour Commissioner, Government of Goa, Panaji-Goa, which ended in failure on account of refusal of employment. He submitted that he is governed by the provisions of Model Standing Orders and before termination of services/refusal of employment, the management should conduct fair and proper enquiry, but they failed to follow due procedure of law as required under the facts and circumstances of the present matter. He submitted that no enquiry was conducted before refusal of employment and the management has not followed the principles of natural justice and hence his dismissal/refusal of employment is illegal, unjustified and bad in law. He submitted that before termination of his services, no charge sheet was issued to him. He submitted that the Employer has also not conducted any inquiry and hence principles of natural justice were not followed. He submitted that the Employer has not followed the provision of law before terminating his services, and hence the action of terminating his services by the management in dismissing him illegally is totally unjustified and bad in law.
6. He stated that from the date he was refused employment by the Management, he is unemployed and he and his family are suffering severe hardships to survive. He stated that the Employer has unilaterally credited his gratuity amount to his bank account on 21/06/2024 during the process of conciliation taking law into their hands. He stated that as his termination and refusal of employment is illegal, unjustified and bad in law and he is entitled to reinstatement with full back wages and continuity of service, with consequential benefits/reliefs. He stated that he was not offered the VRS in June 2018 and in December, 2019, which was given to others, but was asked to continue in the services mainly to take care of the closure formalities in the factory, which he faithfully obeyed and carried out all the

necessary formalities as instructed by the Employer. He stated that after extracting all the desired work from Workman, he was without any due consideration his service was scrupulously terminated without holding the due procedure of Natural Justice. He submitted that after completion of the closure formalities, the Employer without any human consideration started torturing him by refusing to give him the VRS separation which was provided to his colleagues in June 2018 and December, 2019. He stated that the Employer has terminated employment of his vide their letter dated 29/02/2024, w.e.f. 1st March 2024, as per Clause 8 of appointment letter dated 1st August, 2005, without following the due legal process. He stated that on receipt of the transfer letter dated 11th December 2023, he has sent his humble request through mail dated 14/12/2023 and again on 27/1/2024, but the Employer has not referred the same nowhere in termination letter. He stated that the Employer acquires new establishments along with the employees, plant and machineries avails the tax benefits from the relevant Governments and at the end of the tax benefits, declares that the unit is unviable and closes the unit by giving VRS to the employees. The Employer stated that the Employer then sells the plant and machineries and makes a huge profit and manufactures the same products in another location in order to avail tax benefits in the new locations. He stated that few examples of their exploitation are Brooke Bond, Lipton, Kissan, Kwality Wall's, Pond's, Lakme and many others. He stated that in all the above acquisitions, the Employer followed the same principle of acquiring getting tax benefits, giving VRS to those employees and closing downs those companies. He stated that this is the same tactics the Employer employed in respect of Goa Unit. The Workman therefore, prayed that he may be declared as a workman as defined under Section 2(s) of the I. D. Act, 1947 and that the declaration that his termination/refusal of employment is illegal, improper, unjustified and bad in law and direct the Employer to reinstate him with full back wages and continuity in service with consequential benefits/reliefs.

7. The Employer was initially represented the Advocate Shri V. Amonkar. The Party-I objected the appearance of Ld. Adv. V. Amonkar representing the Employer. By order dated 17/1/2025, this Hon'ble Court rejected the application of the Employer for representing by an advocate. Thereafter, neither the said Ld. Adv. Shri V. Amonkar nor any of the employees of the Employer remained present at the time of scheduled date of hearings. This Hon'ble Court after giving several opportunities to the Employer, marked an ex-parte order against them and an ex-parte proceedings were conducted.
8. Based on the pleadings filed by the Workman this Hon'ble Court pleased to frame the following issued on 15/4/2025 at exb.11.
 1. Whether the Workman/Party-I proves that he is a "Workman" as defined u/s 2(s) of the I.D. Act, 1947?
 2. Whether the Workman/Party-I proves that the action of the management of the Employer in terminating his services w.e.f. 01/03/2024 is illegal and unjustified?
 3. Whether the Workman/Party-I proves that he is entitled to any relief?
 4. What Order? What Award?
9. My answers to the aforesaid issues are as under
 - (a) Issue No. 1 : In the Affirmative.
 - (b) Issue No. 2 : In the Affirmative
 - (c) Issue No. 3 & 4 : As per final order

I have heard the oral arguments of the Party-I in person. The Party-I also filed his synopsis of written arguments. I have carefully perused the entire records of the present case including the synopsis of written arguments filed by the Party-I. I have also carefully considered the submissions advanced before me.

Reasons:

10. Issue No. 1:

This Hon'ble Court received the order of reference pertaining to the adjudication if the party-I is a "Workman" as defined under Section 2(s) of the I. D. Act, 1947. It is therefore necessary to refer to the definition of, the Workman under the I. D. Act, 1947.

Section 2 (s) of the I.D. Act, 1947 defines the term ‘workman’ and it means “any person (including an apprentice) employed in any industry to do any manual, unskilled, skilled, technical, operational, clerical or supervisory work for hire or reward, whether the terms of employment be expressed or implied and for the purposes of any proceedings under this act in relation to an industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with or a consequence of that dispute or dismissal, discharge or retrenchment has led to that dispute, but does not include any such person

(1) who is subject to the AIR Force Act, 1950 (45 of 1950) or the Army Act, 1950 (46 of 1950) or the Navy Act, 1957 (62 of 1957) or

(2) who is employed in the police service or as an Officer or other employee of a prison or

(3) who is employed mainly in a managerial or administrative capacity

(4) who, being employed in a supervisory capacity draws wages exceeding Rs. 10,000/- per mensem or exercises either by the nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature.”

11. In the case of **H. R. Adyanthaya V/s Sandoz (I) Ltd. reported in 1994 (69) FLR 593** wherein the Hon’ble Supreme Court of India held that a person claiming to be a Workman under the I. D. Act, 1947 must show that he was employed to do the work of any of the category which of manual, unskilled, skilled, technical, operational, clerical or supervisory and that is not enough that he was not covered by either of the four exceptions to the definition of the Workman.

12. In the case of **Management of M/s Sonapat Co-operative Sugar Mills Ltd. V/a Ajit Singh** reported in 2005 LAB IC 1315, wherein the Hon’ble Supreme Court of India observed that the question as to whether the Employee has been performing a clerical work or not is required to be determined upon arriving at the findings as regards the dominant nature of duty with a view to give effect to the expression to do “any manual unskilled, skilled, technical, operational, clerical or supervisory work”, the job of the concerned employee must fall within one or other category thereof. It would therefore not be correct to contend that merely because the employee had not been performing any managerial or supervisory duties, ipso facto, he would be a Workman”.

13. In the case of **Bhatiya General Hospital and anr. (Supra), the Hon’ble High Court of Bombay** in para 16 and 18 observed as under:

“16. The definition of “workman” under section 2(s) of the Industrial Disputes Act, 1947 is of wide amplitude. Four classes of employees are, however, specifically excluded from the definition of workman. An employee who is employed mainly in a managerial or administrative capacity or the one who is employed in a supervisory capacity, draws wages exceeding Rs. 10,000/- per month or exercises, either by nature of the duties attached to the office or by reason of the powers vested in him, functions mainly of a managerial nature is, inter alia, excluded from the definition of workman. The use of the term, “mainly” underscores the dominant nature of the duty so as to fall outside the protective umbrella of the labour legislation. By its very nature, the question as to whether an employee is a workman or not is rooted in facts”.

“18. This being the nature of the definition of workman, the nomenclature of the post held by an employee is not of decisive significance. It is in the nature of the duty and not the nomenclature of the position that matters. Whether the overall consideration of the duty performed by the employee satisfies the description of the duties being either supervisory or mainly managerial nature, is the question to be posed.”

The principle laid down by the Hon’ble High Court of Bombay in its aforesaid case is well established and also applicable to the case in hand.

14. In the case of **Gwalior Investment Co. Pvt. Ltd., (Supra) the Hon’ble High Court of Bombay** in para 7 of its judgment held as under:

7..... Irrespective of the wages paid, the test to determine whether a person is a workman or not is laid down by the **Supreme Court in A. G. Raj Rao v. Ciba Giegy of India Ltd., Bombay, the Supreme Court has held**”:

“Whether a particular employee is a workman within the meaning of the expression as defined in Section 2(s) of the Industrial Disputes Act, 1947 or a person employed in a supervisory capacity the test that one must employ is what was the primary, basic or dominant nature of duties for which the person

whose status is under enquiry was employed. A few extra duties would hardly be relevant to determine his status. The words like managerial or supervisory have to be understood in their proper connotation and their mere use should not detract from the truth. The definition of the expression workman clearly shows that the person concerned would not cease to be a workman if he performs some supervisory duties but he must be a person who must be engaged in a supervisory capacity.

15. Therefore, in order to prove that the Party-I was a “Workman” as defined u/s 2(s) of the I. D. Act, 1947, the Party-I has to prove that he was performing the duties of manual, unskilled, skilled, technical, operational, clerical or supervisory work. It is well settled law that whether a person is a ‘workman’ or not as defined u/s 2 (s) of the I. D. Act, 1947 has to be decided on the basis of the predominant nature of duties performed by concerned person at the relevant time, it cannot lay down any straight jacket formula.
16. In order to prove his case, the Party-I examined himself and produced on records certain documentary evidence in support of his oral evidence. The said evidence on record remained unchallenged for want of denial of the Employer. On the contrary, the Employer failed to produce on record any evidence either oral or documentary.
17. The evidence on record indicates that the Party-I, was initially appointed as Clerk cum Typist on probation by the Flora Cosmetics Ltd. Kundaim, Goa vide its order dated 15/9/1997 (Exb. 13) and subsequently, he was confirmed in the said post w.e.f. 15/3/1998 vide its order dated 14/3/1998 (Exb. 14). The Evidence on record indicates that the said Flora Cosmetics Ltd. was transferred the Party-I to Lakme Lever Ltd. vide its order dt. 01/02/2000 (Exb. 15). The evidence on record indicates that vide order dt. 31/3/2001 (Exb. 16) the said Lakme Lever Ltd. transferred the Party-I to the Employer. The Evidence on record indicates that vide order dt. 01/08/2005 (Exb. 17), the Employer, promoted the Party-I as HR Officer, Grade w.e.f. 01/08/2025. The Evidence on record indicates that vide order dt. 01/07/2007 (Exb. 18), the Employer promoted the Party-I as HR Executive in Work Level 1-B w.e.f. 01/07/2007. The Evidence on record indicates that vide order dt. 17/01/2017 (Exb. 19), the Employer once again promoted the Party-I to Work Level 1-C as Sr. HR Executive w.e.f. 01/01/2017.
18. The evidence on record indicates that though the designation of the Party-I was given a cosmetic term from Clerk cum typist to HR Executive, every daily duty remained the same such as to provide attendance data to payroll team to process wages and wages were processed only on approval of his superiors, to raise request through share point portal for payments such as Provident fund, Labour Welfare fund, Electricity, Goa Industrial Development Corporation Lease payment, GIDC water payment, GIDC House tax payment etc. and used to get processed only after approval by his Superiors, preparation of applications for the approval and signature of his Superiors in respect of Renewal of licenses/ /Certificates such as Factory licence, renewal of Contract Labour certificate, Fire certificate, Civil Supply licence to store solvent, Weights and measures stamping of certificates, Goa State Pollution Control board-Consent to operate Air, Water and Hazardous waste, FDA licence and Explosive licence etc, preparation of forms for the approval and signature of his Superiors in respect of Submission of Annual returns, half yearly return and quarterly returns to the concerned Government Departments, follow-up with VRS 2019 of separated employees and ensured, they submit annually once life certificate through WhatsApp chat bot, to raise request for updating of Bank changes if any, checking the wage register of separated employees, to help employees to apply EPS who attain age if 58 years and also those interested to apply reduced EPS, to provide Nominee details to CG and central ER team etc, to raise request and issue purchased order to vendors such as catering services, bus, motor vehicle, guest house services, security services, GHK, etc. and processing their invoices after getting the necessary approvals from his superiors, to prepare and provide the list of Assets/miscellaneous material pending in factory to his superiors and to send the same to different locations Hindustan Unilever Ltd. on approval of his superiors. The aforesaid duties and responsibilities performed by the Party-I as a HR Executive at the time of his refusal of his services are clerical in nature and as such the Party-I falls in the category of “Workman” as defined u/s 2(s) of the I. D. Act, 1947. Hence it is held that Party-I proves that he is a “Workman” as defined u/s 2(s) of the I. D. Act, 1947. The issue No.1 is therefore answered in the affirmative.

19. Issue No. 2:

While deciding the issue No.1, hereinabove I have discussed and come to the conclusion that the Party-I is a “Workman” as defined u/s 2(s) of the I. D. Act, 1947. Hence, this Labour Court-II has jurisdiction to adjudicate the present dispute.

The evidence on record indicates that neither the Workman was issued a Charge-Sheet nor conducted an enquiry against him nor complied with Section 25F of the I. D. Act, 1947, but he was refused the employment by the Employer w.e.f. 01/03/2024. The said refusal of the employment to the Workman amounts to termination of his service. The said action of the Employer is not only in violation of the principles of natural justice but also illegal and arbitrary. Hence, it is held that the action of the Employer in refusing the employment to the Workman w.e.f. 01/03/2024 is illegal, unjustified and bad in law. The issue No. 2 is therefore answered in the affirmative.

20. Issue No. 3:

While deciding the issue No. 2 is hereinabove, I have discussed and come to the notice that the action of the Employer in refusing the employment to the Workman is illegal and unjustified. The Workman pleaded and also stated on oath that he is unemployed from the date of his termination. The Workman is therefore entitled for reinstatement in service with full back wages and consequential benefits thereof.

In view of above I pass the following order:

ORDER

1. It is held that the Party-I is a 'Workman' as defined under Section 2(s) of the I. D. Act, 1947.
2. It is further held that the action of the management of M/s. Hindustan Unilever Limited, Plot No. 128-139 & 324-326, Kundaim Industrial Estate, Kundaim, Goa, in terminating the services of its Workman Shri. Vishnu Naik, HR Executive w.e.f. 01/03/2024, is illegal and unjustified.
3. It is held that the Employer of the management of M/s. Hindustan Unilever Limited, Plot No. 128-139 & 324-326, Kundaim Industrial Estate, Kundaim, Goa, is hereby directed to reinstate the Workman Shri Vishnu Naik, HR Executive alongwith full back wages and consequential benefits thereof.

No order as to costs.

Inform the Government accordingly.

Suresh N. Narulkar, Presiding Officer, Labour Court-II.



Notification

28/02/2025-LAB/Part-I/365

Date: 29-May-2025

The following Award passed by the Labour Court-II, at Panaji-Goa on 13/05/2025 in Case No. Ref. LC-II/IT/20/2015 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

Darshani S. Dessai, Under Secretary (Labour).

Porvorim.

**THE LABOUR COURT-II
GOVERNMENT OF GOA
AT PANAJI**

(BEFORE SHRI SURESH N. NARULKAR, HON'BLE PRESIDING OFFICER)

Case No. Ref. LC-II/IT/20/2015

Shri Navneet Bhonsle,
H. No. 91, Savoi-Verem,
Valpoi, Ponda-Goa.

..... Workman/Party-I

V/s

M/s. Kadamba Transport Corporation Ltd.,
Paraise-de-Goa Building,
Porvorim-Goa.

..... Employer/Party-II

Workman/Party-I represented by Ld. Adv. Shri T. Shirodkar.

Employer/Party-II represented by Ld. Adv. Shri P. Agarwal.

Panaji, Dated: 13/05/2025.

AWARD

1. In exercise of the powers conferred by Clause (c) of Sub-section (1) of Section-10 of the Industrial Disputes Act, 1947, (Central Act, 14 of 1947) the Government of Goa, by Order dated 09/11/2015, bearing No. 28/52/2015-LAB/994, referred the following dispute for adjudication to the Labour Court II of Goa, at Panaji, Goa.
“1. Whether the action of M/s. Kadamba Transport Corporation Limited, Porvorim, Goa in refusing employment to Shri Navneet S. Bhonsle, Assistant Auto Mechanic w.e.f. 28/02/1997, is legal and justified?
2. If not, what relief the workman is entitled to?”
2. On receipt of the reference, a case was registered under No. LC-II/IT/20/2015 and a registered A/D notice was issued to the Employer. In pursuance to the said notice, the Parties put in their appearance. The Workman/Party-I (for short, “Workman”), filed his Statement of Claim on 20/1/2016 at Exb-4. The facts of the case in brief as pleaded by the Workman are that the Employer/Party-II (for Short, “Employer”) is a Corporation of Govt. of Goa. He stated that the Employer caters the needs of the public as regards providing transport facilities to the public at large. He stated that the Employer is having its Head Office at Porvorim, Bardez-Goa. He stated that he joined the services of Employer on daily basis as “Assistant Auto-mechanic” on 23/11/1993. He stated that he worked on daily wages till 09/03/1995. He stated that he was kept on probation on 09/03/1995 as “Assistant Auto-mechanic”. He stated that he was to be made permanent after 6 months probationary period was over, but he never made permanent by the Employer. He stated that he worked from 09/03/1995 till February, 1997 diligently and without any sight of complaint. He stated that due to some personal problems in the family, he could not concentrate on his day to day work. He stated that his day to day work resulted in some misunderstanding at the workplace, as punching card was not easily available. He stated that on account of non-furnishing of punching card, he was not permitted to join the duties. He stated that as he was refused by the authorities to report at the workplace, he could not apply his mind properly due to which he was frustrated. He stated that he approached the officials of the Employer to come out of this frustration, on so many occasions. He stated that every time, only a promise was given. He stated that due to office tension, he had to remain at home and suffered financial problems, sometimes getting financial help from his relations and friends.
3. He stated that somehow, he had to look after his family, as he got married in 2001. He stated that after his marriage, his wife looked him, even though she had no permanent job. He stated that being out of employment, he had to look for source of income. He stated that being unable to take any action and in a state of frustration, he started working as a daily wager in agricultural operation. He stated that sometimes for a meager wages of Rs.100/- to Rs.175/- per day, he worked for 10 days in a month. He stated that from 1997 till to-day nearly for 17 years, he worked as a Labourer, with whatever work he could do. He stated that as he was not keeping good health due to malnutrition, the delay of nearly 17 years was not deliberate but on account of the reasons beyond his control. Therefore the delay if any, deserve to be viewed liberally and condoned.
4. He stated that with reference to his representation dated 14/09/2006, he was called by the Personnel Manager to attend for a personal hearing on 28/10/2006. He stated that Personnel Manager, T. K. Pawase called for personal hearing on 20/12/2008 at 11.30 a.m. in the Chamber of Managing Director at Alto-Porvorim, pertaining to his representation dt. 05/11/2008. He stated that as regards the copies of the minutes of the hearing scheduled held on 28/10/2006 and 20/12/2008, he had asked for information under RTI Act, 2005. He stated that by letter dated 22/04/2014, the Public Information Officer opined that the records of the Employer asked for are not available and desired information cannot be given. He stated that as the Employer did not respond to the representation dated 14/09/2006, he raised an industrial dispute with the Labour Commissioner, Panaji on 13/08/2014. He stated he was late in approaching the Labour Commissioner, with the belief that one day the Employer would respond to his representation and justice would be done. He stated that due to the non-cooperative and adamant stand of the Employer, the conciliation proceedings ended in failure and hence the reference in the Hon’ble

Labour Court. The Workman therefore prayed that he be allowed to report for work and the services be restored with back wages from the time of refusal of employment.

5. The Employer resisted the claim of the Workman by filing its written statement on 13/1/2017 at Exb. 9. The Employer, as and by way of its preliminary objections in the written statement, submitted that the reference is not maintainable as there is no “industrial dispute” exists between the parties as defined u/s 2(k) of the I. D. Act, 1947, that the appropriate Government has not applied its mind before making the reference and that the reference at such a belated stage is bad-in-law as it is hit by delay and laches since the Workman has raised the dispute after a gap of 10 years without any justifiable explanation for delay.
6. The Employer stated that it is a Government company registered under Section 617 of the Companies Act, 1956. The Employer stated that it is a state transport undertaking under the purview of the Motor Transport Act, 1988. The Employer stated that the Workman joined in its service as “Assistant Auto Mechanic” on daily wages w.e.f. 23/11/1993 and thereafter he was appointed Assistant Auto Mechanic on probation for the period of 6 months w.e.f. 01/03/1995. The Employer stated that the success of an organized industry largely depends upon the employee’s efficiency, punctuality in work and work experience of its workers. Hence the extent to which it can reduce absenteeism and labour turnover of the workers is of great importance to the success of working of any industry. The Employer stated that in order to achieve the optimum revenue and cater service of public transport, the workers and the deployment of labour force has been arranged by the Employer well in advance. The Employer stated that unauthorized absenteeism of any employee causes great inconvenience and hardship to them and its employees which set a bad example of discipline to the co-employees of the Employer. The Employer stated that the Workman was very much irregular in his duties. The Employer stated that on account of unauthorized absenteeism, of the Workman, the Management had issued him several warnings/notices time to time. The Employer stated that the Workman showing no sign of improvement even after the warning/notices, the management was constrained to delete the name of the Workman from the service book due to his continuous absenteeism in accordance with its Certified Standing Orders. The Employer stated that the Workman was issued notice for unauthorized absenteeism w.e.f. 13/04/1995. The Employer stated that the Workman was again issued notice dated 17/5/1995 for unauthorized absenteeism w.e.f. 13/4/1995 till 24/04/1995, 06/04/1995 and 10/04/1995. The Employer stated that the Workman was issued notice dated 01.01.1996 for unauthorized absenteeism w.e.f. 29/11/1995 which was received unclaimed. The Employer stated that thereafter, vide order dated 22/02/1996, the name of the Workman was deleted from its services for the continuous absence from 29/11/1995 which was sent to him at his residential address. The Employer stated that the same was received back with the remarks “Party out of station”. The Employer stated that the final settlement of dues of the Workman was accordingly paid to him vide cheque No. 00179 dated 21/05/1996 for Rs. 4391.48 and the same was encashed by him and never disputed, hence attained finality.
7. The Employer stated that the Workman made a representation to them on 14.09.2006 requesting to reinstate him into their service. The Employer stated that its Managing Director gave a personal hearing for consideration of the Workman’s request for reinstatement. The Employer stated that its Managing Director considered the Workman to be appointed as a fresh Asst. Auto Mechanic on probation on the condition and undertaking that he shall not claim any benefit of the past services, seniority etc. The Employer stated that the said decision was put up before its Board for approval, however its Board vide resolution No. 20/2008 did not accept the Managing Director decision to take the Workman back as there was inordinate delay of 10 years made by the Workman to file an appeal. The Employer stated that thereafter on 13/08/2014, the Workman made a representation to the Labour Commissioner, Panaji alleging refusal of employment. The Employer stated that notice was issued by the office of Labour Commissioner to attend the conciliation. The Employer stated that on the decision of its Board, the matter could not be settled in conciliation and accordingly failure was recorded, hence present dispute for adjudication. The Employer stated that the action of the Employer in deleting the name of the Workman from its muster roll is legal, justified and no interference is called for. The Employer denied the case of the Workman as pleaded by him and prayed that the Workman is not entitled for any claim and relief.
8. Thereafter, the Workman filed his re-joinder on 27/06/2017 at Exb.10. The Workman, as and by way of his re-joinder, confirms and reiterates all his submissions, averments and statements made in his Claim Statement to be true and correct and denies all the statements, averments and submissions made by the

Employer in its Written Statement, which are contrary to his Statement and averments made in his Claim Statement.

9. Based on the pleadings filed by both the parties, this Hon'ble Court was pleased to frame the following issues on 17/07/2017 at Exb.11.

1. *Whether the Employer/Party-II proves that the reference is not maintainable in view of the reasons in para 2(a) to 2(c) of its written statement?*
2. *Whether the Workman/Party-I proves that the action of the Employer/Party-II in refusing him employment w.e.f. 28/2/1997 is illegal and unjustified?*
3. *Whether the Workman/Party-I is entitled to any relief?*
4. *What order? What award?*

10. My answers to the aforesaid issues are as under

- | | | | |
|-----|-----------------|---|--------------------|
| (a) | Issue No. 1 | : | In the Affirmative |
| (b) | Issue No. 2 | : | Does not arise |
| (c) | Issue No. 3 & 4 | : | As per final order |

Both the parties have filed their synopsis of written arguments respectively. I have carefully perused the entire records of the present case including the synopsis of arguments filed by both the parties. I have also considered the submissions advanced before me and is of the firm opinion as under:

Reasons:

11. Issue No.1:

The Employer, as and by way of its preliminary objections in its written statement, submitted that the reference is not maintainable as there is no industrial dispute exists between the parties as defined u/s 2(k) of the I. D. Act, 1947, that the appropriate Government has not applied its mind before making the reference and that the reference at such a belated stage is bad in law as it is hit by delay and laches since the Workman has raised the dispute after a gap of 10 years without any justifiable explanation for delay.

Ld. Adv. Shri P. Agarwal representing the Employer has relied upon the following two Judgments of Hon'ble Supreme Court of India.

12. In the case of **Prabhakar vs. Joint Director Sericulture Department and Ors, reported in AIR 2016 SC 2984, the Hon'ble Supreme Court** in para 39 and 42 of its judgment held as under:

39 *"Thus, in those cases where period of limitation is prescribed within which the action is to be brought before the Court, if the action is not brought within that prescribed period the aggrieved party loses remedy and cannot enforce his legal right after the period of limitation is over. Likewise, in other cases even where no limitation is prescribed, but for a long period the aggrieved party does not approach the machinery provided under the law for redressal of his grievance, it can be presumed that relief can be denied on the ground of unexplained delay and laches and/or on the presumption that such person has waived his right or acquiesced into the act of other. As mentioned above, these principles as part of equity are based on principles relatable to sound public policy that if a person does not exercise his right for a long time then such a right is non-existent".*

42 *"To summarise, although there is no limitation prescribed under the Act for making a reference Under Section 10(1) of the Act, yet it is for the 'appropriate Government' to consider whether it is expedient or not to make the reference. The words 'at any time' used in Section 10(1) do not admit of any limitation in making an order of reference and laws of limitation are not applicable to proceedings under the Act. However, the policy of industrial adjudication is that very stale claims should not be generally encouraged or allowed in as much as unless there is satisfactory explanation for delay as, apart from the obvious risk to industrial peace from the entertainment of claims after long lapse of time, it is necessary also to take into account the unsettling effect which it is likely to have on the employer's financial arrangement and to avoid dislocation of an industry".*

13. In another case of **Udai Singh vs. Executive Engineer, Irrigation Division Dholpur and Ors., reported in 20.02.2024 – RAJHC: MANU/RH/0575/2024, the Hon'ble Supreme Court** in para 9 of its judgment held as under:

9. *Furthermore, on the aspect of delay, reliance can also be placed upon the dictum of the Hon'ble Apex Court as enunciated in Bichitrananda Behera vs. State of Orissa and Ors.: Civil Appeal*

No.6664 of 2023, Union of India & Ors. Vs. N. Murugesan reported in MANU/SC/0809/2021: (2022) 2 SCC 45 and Chennai Metropolitan Water Supply and Sewerage Board and Ors. Vs. T. T. Murli Babu reported in MANU/SC/0090/2014: 2014: INSC: 88 :(2014) 4 SCC 108. In Chennai Metropolitan (supra), it was held as under:

“The doctrine of delay and laches should not be lightly brushed aside. A writ court is required to weigh the explanation offered and the acceptability of the same. The court should bear in mind that it is exercising an extraordinary and equitable jurisdiction. As a constitutional court it has a duty to protect the rights of the citizens but simultaneously it is to keep itself alive to the primary principle that when an aggrieved person, without adequate reason, approached the court at his own leisure or pleasure, the Court would be under legal obligation to scrutinize whether the lis at a belated stage should be entertained or not. Be it noted, delay comes in the way of equity. In certain circumstances inordinate delay would only invite disaster for the litigant who knocks at the doors of the Court. Delay reflects inactivity and inaction on the part of a litigant – a litigant who has forgotten the basic norms, namely, “procrastination is the greatest thief of time” and second, law does not permit one to sleep and rise like a phoenix. Delay does bring in hazard and causes injury to the lis.”

14. The principle laid down by the Hon’ble Apex Court in its aforesaid case is well established and is also applicable in the case in hand. In the case in hand, the Workman was appointed as Assistant Auto Mechanic on 23/11/1993 on daily wages and subsequently on 09/03/1995 as Assistant Auto Mechanic on probation for a period of 6 months. The Workman remained unauthorized absent w.e.f. 13/04/1995 and he was issued notice on 17/05/1995 for unauthorized absent for the period from 13/04/1995 till 24/04/1995 and from 06/04/1995 and 10/04/1995. The name of the Workman was deleted from the muster Roll of the Employer due to his continuous unauthorized absenteeism. The Workman made a representation for his reinstatement on 14/09/2006. The Managing Director of the Employer allowed the said representation, but Board of the Employer rejected the same on account of inordinate delay of 10 years to file an appeal and thereafter, the Workman raised an Industrial Dispute on 13/08/2014 to the Labour Commissioner, Panaji, Goa.
15. The Workman explained the delay by alleging that the delay is on account of his sickness or account of reasons beyond his control. However, the Workman could not produce any medical certificate to substantiate to that effect or explained the reasons beyond his control. Hence, the explanation given by the Workman is not good and justifiable. Thus, the Workman could not explain the inordinate delay of more than 10 years in raising an industrial dispute and as such the reference is not maintainable as it is hit by delay and laches. Hence, it is held that the Employer proved that the present order of reference is bad in law as it is hit by delay and laches. The issue No. 1 is therefore answered in the affirmative.

16. Issue No. 2:

While deciding the issue No.1, I have discussed and come to the conclusion that the reference issued by the appropriate Government is not maintainable as it is hit by delay and laches. Therefore, the issue as to whether the action of the Employer in refusing the employment of the Workman w.e.f. 28/2/1997 is illegal and unjustified, does not arise. The issue No. 2 is therefore answered as does not arise.

17. Issue No. 3:

While deciding the issue No. 1, I have discussed and come to the conclusion that the reference issued by the appropriate Government is not maintainable as it is hit by delay and laches. The Workman is therefore not entitled to any relief.

In view of above, I proceed to pass the following order:

ORDER

1. It is held that the action of the Management of M/s. Kadamba Transport Corporation Limited, Porvorim, Goa in refusing employment to Shri Navneet S. Bhonsle, Assistant Auto Mechanic w.e.f. 28/02/1997, is illegal and unjustified, does not arise.
2. The Workman Shri Navneet S. Bhonsle, is not entitled to any relief.
3. No order as to costs.
4. Inform the Government accordingly.

Suresh N. Narulkar, Presiding Officer, Labour Court-II.

Department of Law and Judiciary

Law (Establishment) Division

Order

2/65/2016-LD(Estt)/Part-I/1354

Date: 29-May-2025

The Government of Goa is pleased to order the transfer and posting of the following District Registrar/Civil Registrar-cum-Sub Registrars, Group 'A' and 'B', Gazetted Officers of Registration Department, with immediate effect in public interest:

Sr. No.	Name of the Officer	Present posting	Posting on transfer
1.	Shri Suraj Vernekar	District Registrar (Head Quarters) holding additional charge of Civil Registrar-cum-Sub Registrar, Salcete and District Registrar (South)	District Registrar (South) and shall hold additional charge of Civil Registrar-cum-Sub Registrar, Salcete.
2.	Smt. Shradha Bhobe	Civil Registrar-cum-Sub Registrar, Pernem	Civil Registrar-cum-Sub Registrar, Valpoi.
3.	Smt. Malini Sawant	Civil Registrar-cum-Sub Registrar, Bardez-II	Civil Registrar-cum-Sub Registrar, Dharbandora.
4.	Shri Piedade Dias	Civil Registrar-cum-Sub Registrar, Sanguem	Civil Registrar-cum-Sub Registrar, Bardez-II
5.	Smt. Soniya Halarnkar	Civil Registrar-cum-Sub Registrar, Ponda	Civil Registrar-cum-Sub Registrar, Pernem
6.	Shri Gouresh G. Bugde	Civil Registrar-cum-Sub Registrar, Dharbandora	Civil Registrar-cum-Sub Registrar (HQ) with additional charge of District Registrar (HQ)
7.	Smt. Prachi S. Naik	Civil Registrar-cum-Sub Registrar (HQ), holding additional charge of Jt. Civil Registrar-cum-Sub Registrar in the office of the District Registrar (North)	Jt. Civil Registrar-cum-Sub Registrar in the office of the District Registrar (North)
8.	Shri Mahesh Prabhu Parrikar	Civil Registrar-cum-Sub Registrar Sattari	Civil Registrar-cum-Sub Registrar, Ponda and shall hold additional charge of Jt. Civil Registrar-cum-Sub Registrar-I, Ponda.
9.	Shri Pramod Velip	Civil Registrar-cum-Sub Registrar, Quepem, holding additional charge of Jt. CRSR in Office of the District Registrar (South)	Civil Registrar-cum-Sub Registrar, Quepem with additional charge Civil Registrar-cum-Sub Registrar, Sanguem.
10.	Smt. Freeda J. B. Gomes	Civil Registrar-cum-Sub Registrar, Canacona	Civil Registrar-cum-Sub Registrar, Canacona with additional charge of Jt. Civil Registrar-cum-Sub Registrar in the Office of the District Registrar (South)

The aforesaid Officers shall draw pay and allowances against their respective transferred posts. The officers shall complete the process of handing over/taking over of charge with immediate effect, without fail and submit compliance.

By order and in the name of the Governor of Goa.

Amir Y. Parab, Under Secretary (Estt.), Law Department.

Porvorim.

Order

2/65/2016-LD(Estt)/Part-I/1355

Date: 02-Jun-2025

The Government of Goa is pleased to order the transfer and posting of the following Civil Registrar-cum-Sub Registrars, Group 'B', Gazetted Officers of Registration Department, with immediate effect in public interest:

Sr. No.	Name of the Officer	Present posting	Posting on transfer
1.	Shri Kiran Mesta	Jt. Civil Registrar-cum-Sub Registrar, Salcete-I holding additional charge of Jt. Civil Registrar-cum-Sub Registrar-II, Salcete	Civil Registrar-cum-Sub Registrar, Quepem and shall hold additional charge of Civil Registrar-cum-Sub Registrar, Sanguem.
2.	Shri Pramod Velip	Civil Registrar-cum-Sub Registrar, Quepem holding additional charge of Civil Registrar-cum-Sub Registrar, Sanguem	Jt. Civil Registrar-cum-Sub Registrar, Salcete-I and shall hold additional charge of Jt. Civil Registrar-cum-Sub Registrar-II, Salcete.

The aforesaid Officers shall draw pay and allowances against their respective transferred posts. The officers shall complete the process of handing over/taking over of charge with immediate effect, without fail and submit compliance.

By order and in the name of the Governor of Goa.

Amir Y. Parab, Under Secretary (Estt.), Law Department.

Porvorim.

Department of Personnel

Order

15/1/99-PER(Part)Co.Sanguem/Pernem/1553

Date: 27-May-2025

Shri Bhanu N. Goltekar, Assistant Director of Civil Supplies, Pernem, Department of Civil Supplies and Consumer Affairs shall hold the charge of the post of Chief Officer, Pernem Municipal Council in addition to his own duties, with immediate effect.

By order and in the name of the Governor of Goa.

Raghuraj A. Faldesai, Under Secretary (Personnel-I).

Porvorim.

◆

Order

15/2/2020-PER/1593

Date: 29-May-2025

Kum. Shruti S. Kumtekar, Mamlatdar in Collectorate, South-I, shall hold the charge of the post of Joint Mamlatdar-III, Salcete in addition to her own duties, with immediate effect.

Shri Jeetendra Bugde presently holding the charge of Joint Mamlatdar-III, Salcete shall report to Department of Personnel for further orders.

This issues on the recommendation of the Goa Services Board.

By order and in the name of the Governor of Goa

Raghuraj A. Faldesai, Under Secretary (Personnel-I).

Porvorim.

◆

Order

5/11/2023-PER/1622

Date: 30-May-2025

Shri Daulatrao Vijayrao Rane, Project Officer (DRDA), North shall hold the charge of Deputy Director, Social Welfare, North in addition to his own duties in public interest with immediate effect.

This issues on the recommendation of the Goa Services Board.

By order and in the name of the Governor of Goa.

Raghuraj A. Faldesai, Under Secretary (Personnel-I).

Porvorim.

◆

Order

No. 6/5/2023-PER/1650

Date: 02-Jun-2025

On the recommendation of the Goa Services Board, the Governor of Goa is pleased to order transfer and posting of the following Senior Scale Officers of Goa Civil Service, in public interest, with immediate effect:-

Sr. No.	Name and present posting of the officer	Posted as
1.	Smt. Swati Dalvi awaiting posting	Member Secretary, Ravindra Bhavan, Margao
2.	Shri Agnelo Fernandes Member Secretary, Ravindra Bhavan, Margao	Secretary, Lokayukta
3.	Shri Mahadev Araundekar Additional Collector-I, North	Director of Civil Aviation
4.	Smt. Veera Nayak awaiting posting	Director of Printing and Stationery

5.	Shri Gurudas S.T. Dessai Director of Civil Aviation with additional charge of Managing Director, Goa Human Resource Development Corporation	Additional Collector-I, North with additional charge of Managing Director, Goa Human Resource Development Corporation
6.	Shri Abhir C. Hede awaiting posting	Additional Director of Mines-I
7.	Shri Chandrakant B. Shetkar MD, Goa State SC, OBC Finance & Development Corporation with additional charge of Chief Officer, Mapusa Municipal Council	Director of Settlement and Land Records
8.	Shri Rohit Kadam Director of Settlement and Land Records with additional charge of Director of Archives and OSD, ESG	Managing Director, GSIDC with additional charge of Director of Archives and OSD, ESG
9.	Shri Harish Adconkar Managing Director, GSIDC	Managing Director, Goa Waste Management Corporation
10.	Shri Mandar Naik awaiting posting	Additional Director of Settlement and Land Records
11.	Shri Deepesh Priolkar Managing Director, Goa State ST Finance and Development Corporation	Managing Director, Goa State SC, OBC Finance & Development Corporation

Shri Sagar B. Gaude, MD, Goa Education Development Corporation shall hold the charge of Managing Director, Goa State ST Finance and Development Corporation in addition to his own duties

Shri Abhir C. Hede shall continue to hold the charge of Dy. Director of Mines-II in addition to his own duties, until further orders.

Shri Chandrakant B. Shetkar shall continue to hold the charge of Chief Officer, Mapusa Municipal Council in addition to his own duties, until further orders.

Shri Mandar Naik shall continue to hold the charge of Dy. Director (Admn.), DSLR and Member Secretary, Goa Marathi Academy in addition to his own duties, until further orders.

The officers appointed on ex-cadre deputation post shall be governed by the standard terms of deputation.

The officers shall complete handing over and taking over process with immediate effect and submit compliance.

By order and in the name of the Governor of Goa.

Raghuraj A. Faldesai, Under Secretary (Personnel-I).

Porvorim.

Order

15/2/2020-PER/1651

Date: 02-Jun-2025

On the recommendation of the Goa Services Board, the Governor of Goa is pleased to order the transfer & posting of the following officers in the cadre of Mamlatdar/Joint Mamlatdar/Vigilance Officers, in public interest, with immediate effect:-

Sr. No.	Name & present posting of the officer	Posted as
1.	Shri Pravind J. Gawas Joint Mamlatdar-III, Pernem	Joint Mamlatdar-I, Pernem with additional charge of Joint Mamlatdar-II, Pernem
2.	Shri Shailendra J. Dessai Joint Mamlatdar-II, Pernem	Joint Mamlatdar-II, Bicholim with additional charge of Joint Mamlatdar-III, Bicholim

Shri Ranjeet R. Salgaonkar, Mamlatdar, Pernem shall hold the charge of the post of Joint Mamlatdar-III, Pernem in addition to his own duties.

The officers shall complete handing over and taking over process with immediate effect and submit compliance.

By order and in the name of the Governor of Goa.

Raghuraj A. Faldesai, Under Secretary (Personnel-I).

Porvorim.

Order

5/1/2025-PER/1652

Date: 02-Jun-2025

On the recommendation of the Goa Services Board, the Governor of Goa is pleased to order transfer & posting of the following Junior Scale Officers of Goa Civil Service, in public interest, with immediate effect:-

Sl. No.	Name and present posting of the officer	Posted as
1.	Shri Nilesh B. Naik, awaiting posting	Deputy Director, Tribal Welfare, South with additional charge of Member Secretary, Rajiv Gandhi Kala Mandir, Ponda
2.	Shri Anil V. Rane Sardessai, awaiting posting	Deputy Director, Tribal Welfare, North
3.	Shri Shripad Majik, awaiting posting	Chief Officer, Sankhali Municipal Council with additional charge of Member Secretary, Ravindra Bhavan, Sankhali

The Officer at Sr. No. 3 shall be governed by the standard terms of deputation as amended from time to time.

The officers shall complete handing over and taking over process with immediate effect and submit compliance.

By order and in the name of the Governor of Goa.

Raghuraj A. Faldesai, Under Secretary (Personnel-I).

Porvorim.

Department of Town and Country Planning

Office of the Chief Town Planner (Admn./Planning)

Order

1/3/TCP(Part-File)/2017-19/1047

Date: 30-May-2025

Government is pleased to order transfer of the following Officers of the Town and Country Planning Department, in public interest, with immediate effect:

Shri Vinod Kumar Chandra, Town Planner (HQs), shall also look after the charge of Senior Town Planner, North Goa District Office, Mapusa, in addition to his own duties.

Shri Sandip Surlakar, Town Planner, South Goa District Office, Margao, shall look after the charge of Senior Town Planner, South Goa District Office, Margao, in addition to his duties, post retirement of Shri. Ranjit Borkar, Senior Town Planner, South Goa District Office, Margao.

Shri K. Ashok Kumar, Dy. Town Planner, posted as Member Secretary, North Goa Planning Development Authority, Panaji, holding additional charge of Pernem Taluka Office, Pernem, shall also hold the additional charge of Tiswadi Taluka Office, Panaji.

Shri Prakash P. Bandodkar, Dy. Town Planner, TCP Headquarters, Panaji, is hereby transferred to South Goa District Office, Margao.

The Officers shall complete handling over and taking over process with immediate effect and submit compliance.

By order and in the name of the Governor of Goa.

Vertika Dagur, Chief Town Planner (Administration/Planning) & ex-officio Joint Secretary.

Panaji.

Notification

36/18/39A/Notification(2F)/TCP/2025/177

Date: 03-Jun-2025

Whereas, the Town and Country Planning Department of the Government of Goa received applications under sub-section (1) of Section 39A of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) for change of zones in the Regional Plan for Goa 2021, in respect of the plots of land as specified in detail in column Nos. (2) to (7) of the Table below (hereinafter referred to as “the said Proposals”);

TABLE

Sr. No.	Name of the Applicant	Survey No./ /Sub Division No./P.T. Sheet No./Chalta No.	Name of Village and Taluka	Published land use as per RPG-2021/ODP (Total Area) in m2	Proposed land use	Area proposed in sq. mts.	Decision of the Government
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1.	Anil Bernanrd Dsouza	52/1-A (Part) (Plot-B)	Tivrem, Ponda	Partly Settlement, Partly Orchard, Partly Orchard with No Development Slope and Partly under proposed 25 mts.wide road (38150)	Settlement	3993	Approved for change of zone an area of 3330 m2 from Orchard to Settlement and an area of 663m2 from Orchard with No Development Slope to Settlement.
2.	Chetpat Aryana Sundaram	245/6	Morjim, Pernem	Orchard Zone (7223)	Settlement	7223	Approved for change of zone

3.	Jaideep Simaria POA Holder Rajesh Tulshidas Hathi and Taramati Tulshidas Hathi	94/1 (94/0)	Bambolim, Tiswadi	Partly Settlement, Partly Natural Cover, Partly Natural Cover with No Development Slope (32800)	Settlement	20754	Approved for change of zone an area of 6600m ² from Natural Cover to Settlement zone, an area 14154m ² from Natural Cover with No Development Slope to Settlement being within permissible gradient.
4.	Hitendra Krishnaji Prabhu Parsekar Desai	13/1 (part) Phase-I	Parcem, Pernem	Orchard (38129)	Settlement	38129	Approved for change of zone an area of 34129m ² leaving area under seasonal nallah.
5.	Hitendra Krishnaji Prabhu Parsekar Desai	13/1 (Part) Phase-III	Parcem, Pernem	Orchard (39000)	Settlement	39000	Approved for change of zone an area of 35000m ² leaving area under seasonal pond.

And whereas, in terms of sub-rule (1) of Rule 4 of the Goa Town and Country Planning (Change of zone of land in the Regional Plan or the Outline Development Plan) Rules, 2024 (hereinafter referred to as the “said Rules”), the Town and Country Planning Department after scrutinizing the said proposals placed such proposals alongwith its scrutiny reports before the Goa Town and Country Planning Board for its recommendations/approval/decision;

And whereas, the Goa Town and Country Planning Board approved the said proposals;

And whereas, notices as required by sub-rule (2) of Rule 4 of the said Rules were published,—

- (i) vide Notification No. 36/18/39A/Notification (11)/TCP/2024/53 dated 26/11/2024 published in the Official Gazette, Series III No. 35 dated 28-11-2024, (as regards proposal at Sr. No. 1);
- (ii) vide Notification No. 36/18/39A/Notification(1R)/TCP/2024/29 dated 22-10-2024, published in the Official Gazette, Series III No. 30 dated 24-10-2024, (as regards proposals at Sr. No. 2);
- (iii) vide Notification No. 36/18/39A/Notification(13)/TCP/2024/64 dated 17-12-2024, published in the Official Gazette, Series III No. 38 dated 20-12-2024, (as regards proposals at Sr. No. 3);
- (iv) vide Notification No. 36/18/39A/Notification(10)/TCP/2024/52 dated 19-11-2024 published in the Official Gazette, Series III No. 34 dated 21-11-2024, (as regards proposals at Sr. No. 4);
- (v) vide Notification No. 36/18/39A/Notification(12)/TCP/2024/59 dated 10-12-2024, published in the Official Gazette, Series III No. 37 dated 12-12-2024, (as regards proposals at Sr. No. 5); and

suggestions were invited from the public within a period of thirty days from the date of publication of the said Notifications in the Official Gazette;

And whereas, suggestions received from public were placed before the Goa Town and Country Planning Board in terms of sub-rule (3) of Rule 4 for its recommendation/approval and the Goa Town and Country Planning Board after due consideration of the suggestions received from the public recommended the proposals for change of zone as regards to Sr. No. 1 in its 212th TCP Board meeting held on 03-02-2025, Sr. No. 2 in its 208th TCP Board meeting held on 02-12-2024 and Sr. No. 3, 4 and 5 in its 214th TCP Board meeting held on 24-04-2025, directed to take further action as per sub-rule (4) of rule 4 of the said Rules;

And whereas, as required by sub-rule (4) of Rule 4 of the said Rules, the recommendation/ /approval/decision of the Goa Town and Country Planning Board along with the said proposals were placed before the Government for decision and the Government has approved the same;

Now, therefore, in view of the recommendation of the Goa Town and Country Planning Board being approved by the Government and in exercise of the powers conferred by Section 39A of the Goa Town and Country Planning Act, 1974 (Act 21 of 1975) read with sub-rule (5) of Rule 4 and Rule 6 of the Goa Town and Country Planning (Change of Zone of land in the Regional Plan or the Outline Development Plan) Rules, 2024, the Regional Plan and the Outline Development Plan is hereby altered and modified as specified in column No. (8) of above Table.

The alteration and modification of the Regional Plan as notified in this Notification shall be subject to the outcome of the PIL Writ Petition Nos. 53 of 2024 and 54 of 2024 which are pending final disposal before the Hon'ble High Court of Bombay at Goa.

Vertika Dagur, Chief Town Planner (Planning).

Panaji.